

ARCHITECT/ENGINEER SERVICES
FOR THE HARBOR-UCLA MEDICAL CENTER CAMPUS PROJECT

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 12th day of June, 2017.

BY AND BETWEEN

COUNTY OF LOS ANGELES, State of California,
hereinafter referred to as County,

AND

RBB ARCHITECTS INC.,
hereinafter referred to as Consultant,

The parties hereto do mutually agree as follows:

1. Definition

County means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in the Attachment dated May 16, 2017. Consultant's proposal, Request for Proposals – AED No. 7739996 (RFP), and all addenda/notices to the RFP, are incorporated herein as a part of this Contract. In the event that any conflict or inconsistency between this Contract and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and the attachments to the Contract.

No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this contract until a written Notice to Proceed is issued by the County. Consultant is also referred to herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant a maximum not to exceed contract amount of Four Million Dollars (\$4,000,000) in the manner set forth immediately below and according to the Schedule of Prices attached to this Agreement as Attachment 3. County does not guarantee any work or services of any specific monetary amount under this Contract.

Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by the County.

- a. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in the Attachment dated May 16, 2017, up to a maximum contract amount of \$4,000,000. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- b. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the Contract Term without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Contract amount stipulated without an amendment to this Agreement.
- c. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.
- d. If requested by the Consultant, the contract hourly amount may, at the sole discretion of the County, be increased annually based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract anniversary date, which shall be the effective date for any Cost of Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County

employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to the Consultant.

- e. Consultant will notify County when Contract amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as available in County Department of Public Works' file. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

The Agreement shall commence on the date of full execution of the Agreement until final acceptance by the County. No work will proceed until a Notice to Proceed is issued by the County.

8. Assignment and Delegation

- a. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- b. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or

divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

- c. Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

9. Authorization Warranty

The Consultant represents and warrants that the person executing this Contract for the Consultant is an authorized agent who has actual authority to bind the Consultant to each and every term, condition, and obligation of this Contract and that all requirements of the Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Consultant under this Contract shall also be reduced correspondingly. The County's notice to the Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Consultant shall continue to provide all of the services set forth in this Contract.

11. Compliance with Applicable Law

- a. In the performance of this Contract, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- b. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees,

agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

The Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, incorporated by reference and made a part of this Agreement.

- a. Unless Consultant, also referred herein as Contractor, has demonstrated to the County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- b. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more

in any 12-month period under one or more County Contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- c. If Consultant is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- d. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected

with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Consultant who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

The Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Consultant warrants that it is not now aware of any facts that create a conflict of interest. If the Consultant hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Consultant require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

17. Consideration of Hiring GAIN/GROW Program Participants

Should the Consultant require additional or replacement personnel after the effective date of this Contract, the Consultant shall give consideration for any such employment

openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that the Consultant will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Consultant. Consultant shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Background and Security Investigations

- a. Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- b. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- c. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- d. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

19. Consultant Responsibility and Debarment

- a. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with

responsible Contractors.

- b. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.
- c. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a Contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
- d. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- f. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- g. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its

discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- h. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- i. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

The Consultant acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the County's policy to encourage all County Consultants to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the Subconsultant's place of business. The County's Department of Children and Family Services will supply the Consultant with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

The Consultant shall notify and provide to its employees, and shall require each Subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Contract.

22. County's Quality Assurance Plan

The County, or its agent, will monitor the Consultant's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Consultant's compliance with all Contract terms and conditions and performance standards. Consultant deficiencies which County determines are significant or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. County Rights

The County may employ, either during or after performance of this Contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this Contract are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings Grounds

- a. When applicable, the Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Consultant or employees or agents of the Consultant. Such repairs shall be made immediately after the Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- b. If the Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

The County and the Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Contract, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor

Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Force Majeure

- a. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- b. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by the subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this subparagraph, the term "subconsultant" and "subconsultants" mean subconsultants at any tier.
- c. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

30. Independent Consultant Status

This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

The Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

31. Indemnification and Insurance

The Indemnification and Insurance Provisions are set forth in Attachment 2 of this Agreement.

32. Liquidated Damages

- a. If, in the judgment of the Director, or his/her designee, the Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Consultant from the County, will be forwarded to the Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.
- b. If the Director or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director, or his/her designee, deems are correctable by the Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to the Consultant to correct the deficiency within specified time frames. Should the Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Consultant's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Thousand Dollars (\$1,000) per day per infraction, and that the Consultant shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Consultant; and/or (c) Upon giving five (5) days notice to the Consultant for

failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to the Consultant from the County, as determined by the County.

- c. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to the Consultant to recover the County cost due to the failure of the Consultant to complete or comply with the provisions of this Contract.
- d. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

33. Most Favored Public Entity

If the Consultant's prices decline, or should the Consultant at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

34. Nondiscrimination and Affirmative Action

- a. The Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- b. The Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- c. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. The Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry,

national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- e. The Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- f. The Consultant shall allow County representatives access to the Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
- g. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Consultant has violated the anti-discrimination provisions of this Contract.
- h. The parties agree that in the event the Consultant violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

35. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Consultant. This Contract shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

The Consultant shall bring to the attention of the County's Project Manager and/or

County's Project Manager's Supervisor any dispute between the County and the Consultant regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Manager's Supervisor is not able to resolve the dispute, the Director of Public Works or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Public Works
Business Relations and Contracts Division
900 South Fremont Avenue
Alhambra, CA 91803
(626) 458-2585

CONSULTANT

RBB Architects Inc.
10980 Wilshire Boulevard
Los Angeles, CA 90024
(310) 312-3352

The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of County Materials

- a. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials,

including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in the County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- b. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to the County Materials.
- c. Consultant represents and warrants that the County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or

proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- d. Consultant shall affix the following notice to all County Materials: "© Copyright 2017 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- e. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to the Consultant, should Consultant no longer wish to receive attribution for its work on the County Materials.
- f. If directed to do so by County, Consultant will place the County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use the County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Consultant and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of the Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act

- a. Any documents submitted by the Consultant; all information obtained in connection with the County's right to audit and inspect the Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- b. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Consultant agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in an action or liability arising under the Public Records Act.

45. Publicity

- a. The Consultant shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Consultant's need to identify its services and related clients to sustain itself, the County shall not inhibit the Consultant from publishing its role under this Contract within the following conditions:
 - i. The Consultant shall develop all publicity material in a professional manner; and
 - ii. During the term of this Contract, the Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director of Public Works or his/her designee. The County shall not unreasonably withhold written consent.
- b. The Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

The Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Consultant agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Consultant and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Consultant shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- a. In the event that an audit of the Consultant is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Consultant or otherwise, then the Consultant shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- b. Failure on the part of the Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- c. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Consultant regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Consultant, then the difference shall be either: a) repaid by the Consultant to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Consultant from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Consultant, then the difference shall be paid to the Consultant by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on this Contract.

48. Subcontracting

- a. The requirements of this Contract may not be subcontracted by the Consultant without the advance approval of the County. Subconsultants listed in the Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by the Consultant to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- b. If the Consultant desires to subcontract, the Consultant shall provide the following information promptly at the County's request.
 - A description of the work to be performed by the Subconsultant;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- c. The Consultant shall indemnify and hold the County harmless with respect to the activities of each and every Subconsultant in the same manner and to the same degree as if such Subconsultant(s) were the Consultant employees.
- d. The County does not have contractual privity with the subconsultant. The Consultant shall remain fully responsible for all performances required of it under this Contract, including those that the Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between the Consultant and subconsultant.
- e. The Consultant shall be solely liable and responsible for all payments or other compensation to all Subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- f. The Consultant shall obtain certificates of insurance, which establish that the Subconsultant maintains all the programs of insurance required by the County from each approved Subconsultant. The Consultant shall ensure delivery of all such documents to:

Department of Public Works
Business Relations and Contracts Division
Contracts Section 2, 8th Floor
900 South Fremont Avenue

Alhambra, CA 91803
(626) 458-2585

before any Subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- a. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Contract, a Supplement or an Amendment shall be prepared and executed by the Consultant and by Director.
- b. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Contract shall be prepared and executed by the Consultant and by the Director.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- a. This Contract may be terminated, in whole or in part, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which

such termination becomes effective shall be no less than three (3) days after the notice is sent.

- b. After receipt of a notice of termination and except as otherwise directed by the County, the Consultant shall 1) stop work under this Contract on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- c. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Consultant under this Contract shall be maintained by the Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- d. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- a. The County may, by written notice to the Consultant, terminate the whole or any part of this Contract, if, in the judgment of the Director or Public Works or his/her designee:
 - Consultant has materially breached this Contract; or
 - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- b. In the event that the County terminates this Contract in whole or in part as provided in this Paragraph, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Consultant shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Consultant shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- c. Except with respect to defaults of any Subconsultant, the Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in

their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Consultant. If the failure to perform is caused by the default of a Subconsultant, and if such default arises out of causes beyond the control of both the Consultant and Subconsultant, and without the fault or negligence of either of them, the Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subconsultant were obtainable from other sources in sufficient time to permit the Consultant to meet the required performance schedule. As used in this Paragraph, the term "Subconsultant(s)" means Subconsultant(s) at any tier.

- d. If, after the County has given notice of termination under the provisions of this Paragraph, it is determined by the County that the Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.
- e. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

55. Termination for Insolvency

- a. The County may terminate this Contract forthwith in the event of the occurrence of any of the following: 1) Insolvency of the Consultant. The Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding the Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for the Consultant; or 4) The execution by the Consultant of a general assignment for the benefit of creditors.
- b. The rights and remedies of the County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

57. Termination For Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Consultant's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Consultant in writing of any such non-allocation of funds at the earliest possible date.

58. Time Off for Voting

The Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

61. Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

62. Warranty Against Contingent Fees

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- b. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Prevailing Wage Requirements

This work includes prevailing wage and non-prevailing wage work.

a. Prevailing Wages

When applicable, the services provided in this Contract constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment

of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed to execute public works and improvements. The current general prevailing wage rate determinations are available at www.dir.ca.gov/dlsr/pwd/index.htm. The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at the County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Contract in the same manner as if they had been included or referenced in the Contract.

b. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

c. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum

hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Local Office Telephone Number:

*Division of Labor Standards Enforcement Office
320 West Fourth Street, Suite 450
Los Angeles, CA 90013
(213) 620-6330*

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>."

d. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- e. When requested by the County, electronic certified payroll records must be submitted to the County, through an online system designated by the County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention,

normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization: When requested by the County, the Consultant shall provide to the County via methods specified by the County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.

In addition, the Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work the subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, the consultant shall indicate, via methods specified by the County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. The subconsultant may be requested to confirm receipt of the actual payment to the subconsultant by the prime.

The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that the Consultant shall be liable to the County for said amount.

If in the judgment of the Director, or his/her designee, the Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided in the Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to the Consultant.

66. Compliance with County's Zero Tolerance Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any

obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

67. Additional Architectural/Engineering (A/E) Provisions

Definitions

The parties hereto agree to the following definitions:

- 67.1 Schematic Design Phase shall mean all services incident to drawings, specifications, estimates, and other data more fully described in Article 68.2.
- 67.2 Design Development Phase shall mean all services incident to drawings, specifications, estimates, renderings, and other data more fully described in Article 68.3.
- 67.3 Construction Documents Phase shall mean all services incident to drawings, specifications, clarification documents, and other data more fully described in Article 68.4.
- 67.4 Bidding Phase shall mean services incident to drawings, specifications, clarification documents, and other data more fully described in Article 68.5.
- 67.5 Construction Administration Phase shall mean all services incident to drawings, specifications, schedules, shop drawings, and other data more fully described in Article 68.6.
- 67.6 Jurisdictional Agencies shall mean governmental agencies having regulatory function under the law in respect to the design, erection, or operation of structures in general or in structures or parts thereof described in the scope of the project.

68. Basic Services of A/E

68.1 General

A/E shall:

- 68.1.1 Consult (and attend and prepare minutes of all necessary consultations and conferences) to the extent required by County with authorized employees and representatives of County relative to the design and construction of the Project.
- 68.1.2 Cooperate with other professionals employed by County to perform services related to the Project.
- 68.1.3 Advise Director as to the necessity and manner of providing or obtaining services related to the site, such as: property boundary, right of way, topographic, hydrographic and utility surveys, soil mechanics, and subsoil data.
- 68.1.4 Review site surveys, subsoil data, chemical, mechanical, and other data logs of borings, and similar information, and advise County whether such data is sufficient for purposes of design, or whether additional data is necessary before A/E can proceed with design.
- 68.1.5 Discuss with Director any of County's requirements and procedures affecting its construction projects which, in the opinion of A/E, would not lead to the best results when applied to the Project.
- 68.1.6 Develop a cost-effective approach to the Project.
- 68.1.7 Correct or revise, without additional cost to County, any errors or deficiencies in A/E's services furnished under this Agreement.
- 68.1.8 Perform professional services in accordance with public laws, ordinances, and regulations applicable to the Project to be performed under this Agreement.
- 68.1.9 Contract for or employ at A/E's expense, customary consultants to A/E such as architects, mechanical, electrical, structural, and civil engineers to the extent A/E deems necessary for design of the Project and subject to approval of Director. Each such consultant rendering professional services under this Agreement shall be duly licensed to practice under the appropriate laws of the State of California and shall be

approved by Director. Neither approval by Director, nor any of the foregoing procedures, shall create any contractual relationship between County and any consultant employed by A/E.

- 68.1.10 Designate as the Project Manager a principal or member of A/E's staff who shall be approved by Director and who shall be in charge of the services for the Project commencing with the preparation of Schematic Designs through the completion of construction so long as such Project Manager's performance is acceptable to Director.
- 68.1.11 Designate by letter addressed to Director, persons authorized to sign letters, papers, and other documents relative to the services to be performed herein on behalf of A/E.
- 68.1.12 Abide by County's A/E Manual dated March 1, 1996, and Addendum 1, dated June 1, 2016, as revised or amended, Design Build Manual for Design-Builder dated June 14, 2016, and Design Build Manual for Scoping Professional dated September 29, 2009, and all regulations imposed by County determined funding sources including, but not limited to, auditing requirements and payroll affidavits.
- 68.1.13 The books, papers, records, and accounts of A/E, insofar as they relate to charges for services, or in any way connected with services herein contemplated, shall be open during reasonable business hours to inspection and audit by the authorized employees and representatives of County. Said records shall be retained for a minimum of five years after completion of services.
- 68.1.14 In compliance with the Los Angeles County Municipal Storm Water National Pollutant Discharge Elimination System (NPDES) permit, the Project type, if included in the County's Development Planning for Storm Water Management manual, is required to comply with the Standard Urban Storm Water Mitigation Plan (SUSMP), which was approved by the Los Angeles Regional Water Quality Control Board on March 8, 2000. The A/E shall prepare a drainage concept and storm water quality plan for the Project in accordance with the SUSMP requirements.
- 68.1.15 The A/E will use the latest version of Primavera Project Planner for project scheduling and the latest version of Primavera Expedition for project and document management.

68.1.16 A/E shall deliver to Director fully completed Construction Documents. The working drawings shall be made on high-grade paper with pencil or ink, or shall be reproductions on material of such quality as will remain permanent for production of legible prints. Size and quality of transparencies shall be as instructed by Director and samples shall be submitted to Director for approval.

68.2 Schematic Design Phase

Upon authorization by Director to proceed with Schematic Design Phase, A/E shall:

68.2.1 In consultation with Director, receive from County the approved program, budget, and other requirements of the Project.

68.2.2 Prepare Schematic Design studies incorporating the program requirements and including site plans, floor plans, elevations, sections, and other drawings necessary to describe the Project. Schematic studies shall be revised by A/E until an acceptable design concept has been approved by Director.

68.2.3 Prepare outline specifications in sufficient detail and in a form satisfactory to Director to permit an analysis of the proposed construction; criteria and performance standards of materials and methods of construction specified; a tabulation of both gross and assignable floor areas; and a comparison to the initial program area requirements and other criteria.

68.2.4 Prepare a written Schematic Phase Project construction cost estimate specifying ENR index used.

68.3 Design Development Phase

Upon authorization by Director to proceed with the Design Development Phase, A/E shall:

68.3.1 Based on the approved schematics, prepare plot plans, architectural, structural, mechanical, and electrical floor plans; elevations; cross-sections and other required drawings; and outline specifications describing the size, character, and quality of the entire project in its essentials as to kinds and locations of materials, and type of structural, mechanical, and electrical systems.

68.3.2 Prepare a construction cost estimate in material and labor breakdown form based on the Design Development drawings and specifications.

68.3.3 The information in the Design Development Phase shall be sufficiently complete to cover all matters which will materially affect the cost of the Project, and all essential operational requirements of the project program.

68.3.4 Furnish to County a mounted and framed (without glass) perspective rendering of the project in color.

68.3.5 Revise Design Development documents to the satisfaction of Director.

68.4 Construction Documents Phase

Upon authorization by Director to proceed with Construction Documents, A/E shall:

68.4.1 Based on the approved Design Development, prepare Construction Documents consisting of working drawings, specifications and computations in a form satisfactory to Director, and secure required approvals and permits. Prepare Construction Documents in full compliance with applicable building codes, ordinances, and other regulatory authorities. Submit to County for final review.

68.4.2 Prepare a construction cost estimate in a material and labor breakdown form based on completed Construction Documents. The estimate shall itemize basic and alternate costs in conformance with the Form of Proposal intended for bidding purposes.

68.4.3 Submit final Construction Documents, including all necessary corrections, which shall present a clear and complete coverage of the Project for the proper submittal of bids and the orderly expeditious construction of the Project.

68.4.4 Prepare supplementary conditions, general requirements, forms of bid proposal, and other documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of the Project and incorporating County standard documents and/or documents of appropriate authorities as furnished by Director.

68.5 Bidding Phase

Upon solicitation of bids by County, A/E shall:

- 68.5.1 Prepare clarification documents for release by Director as required.
- 68.5.2 Assist Director with review, evaluation, and recommendations for awarding construction Contract.
- 68.5.3 Assist the Department in solicitations of the Project.
- 68.5.4 Attend pre-bid meetings as required.

68.6 Construction Administration Phase

Upon award of construction Contract by County, A/E shall:

- 68.6.1 Make periodic (at a minimum, weekly) visits to the Project to ascertain the progress of the Project and its general compliance with Construction Documents; attend project meetings and prepare minutes of such meetings for distribution as directed by Director. A/E shall also visit the Project promptly whenever requested to do so by Director. A/E shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Contractor's failure to carry out the Project in accordance with the Contract documents.
- 68.6.2 Interpret the Construction Documents and furnish one copy in reproducible form of any clarification drawings and other documentation required. Prepare, for approval by Director, change orders to Construction Documents which are necessary as a result of such interpretations and/or clarifications. Solicit and analyze price quotations received from the construction contractor for proposed change orders and advise Director as to the acceptability of same. Obtain from the contractor or contractors a breakdown estimate of construction cost showing material and labor quantities when so instructed by Director.
- 68.6.3 Examine each application for payment by the Contractor. When such application is found to be correct, A/E shall attach to each copy of said payment application, a copy of the regular form of payment certificate, properly drawn and executed, or shall sign the certificate on the payment request form and shall forward same to Director. If, for any reason, A/E or his

designated representative is unavailable, Director may examine, approve, and certify said payment application on behalf of County.

68.6.4 Make monthly reports in writing to Director as to the progress of the Project by the contractor and to furnish other customary reports as and when requested by Director.

68.6.5 Authorize necessary addition or deletion of items of work covered by unit prices in the construction Contract when determined to be necessary and previously approved by Director.

68.6.6 Review and approve all submittals by the Contractor, including shop drawings, product data, and samples for conformance with design concept and Contract documents. All reviews will be accomplished in a timely manner so as to cause no delays in the work.

68.6.7 Prepare a color and finish schedule and all revisions thereof.

68.6.8 Approve material samples for color and finish.

68.6.9 Review and advise Director as to the acceptability of the substitutions proposed by construction contractor.

68.6.10 Advise Director as to acceptability of test reports, methods, materials, equipment, and systems.

68.6.11 Assemble and deliver to Director written guarantees, operating and maintenance instruction books, diagrams, and charts required of the construction contractor.

68.6.12 Participate in the final acceptance inspections of the Project and advise County as to the acceptability of work performed by construction contractor.

68.6.13 Record Documents

68.6.13.1 The A/E shall verify and incorporate all as-built conditions represented on the job-site As-Built drawings, as noted by the Contractor, into a final record set. A/E shall keep one (1) complete up-to-date set of drawings in an electronic format at all times in his/her office, reserved for use as a set of record drawings. The electronic format set is the original CAD generated drawings used to

print the bid set drawings. Throughout the duration of the construction work, it shall be the responsibility of the A/E to maintain a record of all changes in the work electronically on the record set. Updates to the Contract drawings and specifications may include, but are not limited to, underground utility runs, which are installed in locations other than those indicated in the Contract drawings and those lines that have been indicated as to be field run as located. The lines shall be located on the electronic-format record drawings dimensionally from a fixed point, such as a street-curb line, or street centerline, or a permanent structure. All variations from the Contract drawings and any additional information required by the specifications shall be entered on the electronic-format record drawing set as they occur, in an electronic font of contrasting color, properly identified with cloud and delta markings, and layered as directed by the owner's representative. Request for information and no-cost changes to the plans shall also be incorporated as part of the record drawings. Mere references to RFIs, Bulletins, Change Orders, or Supplemental Drawings without graphically incorporating the changes are not acceptable.

68.6.13.2 A/E's progress payments will be contingent upon the electronic-format record drawings being maintained in a current status, and the owner representative may not approve progress payments unless these electronic-format record drawings are updated regularly. The A/E shall submit to the owner representative together with the application for payment, a package consisting of a copy of the record drawings in an electronic format updated since the previous pay request.

68.6.13.3 At the conclusion of construction, and as a condition for final A/E payment, the A/E shall complete the incorporation of all remaining changes into the record documents. A/E shall submit to the Project Manager together with the application for final payment, a package consisting of a copy of the record documents in PDF and AutoCAD format, and a reproducible

copy of those drawings to show all changes made during construction based upon the contractor's records as provided for in the As-Built drawings and specifications. Each drawing sheet shall be prominently noted Record Drawing. These documents shall become property of the County. A spreadsheet similar to the attached example shall be included in the electronic format delivered to the County Project Manager. The spreadsheet will contain one line of data for each document submitted in electronic format.

68.6.13.4 The AutoCAD format shall meet the following requirements:

68.6.13.4.1 AutoCAD files shall be stored in the AutoCAD version presently used by Public Works. Contact the County Project Manager for the latest AutoCAD version.

68.6.13.4.2 All x-ref's, fonts, layering, OLE objects, pen settings, and shape files shall be bound with all paths removed from x-refs and image files, and shall be displayed identically to their hard copy when viewed on screen or viewer without zooming or other adjustments. In no case shall any of the above items require to be manually loaded prior to the full display of the drawings.

68.6.13.4.3 All AutoCAD drawings shall be filed according to the sheet index.

68.6.13.4.4 All AutoCAD drawing files shall be named similar to the index sheet list and should identify the main content of the drawing, e. g., A-3_Floor, A-4_Elev, A-6_Det, etc.

68.6.14 Subject to Article 68.1.7 and upon request of County, advise Director of deficiencies in construction of the Project which develop subsequent to acceptance of the Project, but prior to

expiration of the warranty period of the Project, and review satisfactory methods for corrections of such deficiencies.

69. Additional Services

A/E agrees to provide additional professional services when directed in writing by County, provided that the compensation on the basis therefor has been agreed upon in advance by Director and A/E. Such additional services are defined as, but not limited to:

69.1 Redesign changes: Changes in the approvals given by County that repeatedly necessitate substantial revisions in Instruments of Service, except those logically inferable from and consistent with the project objectives and project processes set forth herein, specifically including the Fixed Limit Construction Cost of the Project. No compensation for additional services shall be paid for revisions which may be requested by Director pursuant to Articles 68.1.7 and 72.6.

69.2 Preparing measured drawings of existing structures.

69.3 Additional services necessary to supervise correction of defects in or damage to the Project (excluding corrections of defects or damage related to or arising from the errors or omissions of A/E).

69.4 Additional services caused by the delinquency or insolvency of construction contractor during or after the guarantee period.

69.5 Preparing models and special delineations other than studies made at A/E's option.

69.6 Preparing alternate proposals (except alternates requested by County to assure receipt of bids within current estimated construction cost) to be included in the Construction Documents.

69.7 Providing financial feasibility or other special studies.

69.8 Providing planning surveys, site selection evaluations, or comparative studies of prospective sites.

69.9 Preparing documents for segregated bids or phased construction unless included as part of Basic Services.

69.10 Providing interior design services required for, or in connection with, the specification of furniture and furnishings unless included as part of Basic Services.

69.11 Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by County.

69.12 Preparing operating and maintenance manuals and training personnel for operation and maintenance.

69.13 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

70. Reimbursable Services

Reimbursable services, when directed in writing by County, are defined as, but not limited to:

70.1.1 The services of County-approved special consultants other than those employed or retained by A/E pursuant to Article 68.1.9.

70.1.1 Upon advance approval by Director, A/E may retain special consultants to investigate the Project and furnish to A/E a report containing all relevant information as their specialty relates to the Project. Special consultants may be retained in the following fields: foundation engineering (design and construction geology), agronomics, dynamic analysis, acoustical engineering, value engineering and life cycle analysis, energy analysis, risk analysis, and other such services as may be recommended by Director. Six (6) copies of said report shall be filed with the office of Director.

70.2 Reproduction of Documents

If requested by Director, and except as otherwise provided herein, A/E shall provide copies of the documents which are additional to those required under Basic Services or the Design Manual for review purposes in the number required by Director; the expense of additional reproductions will be borne by County. Director reserves the right to select the type of reproduction and the establishment where said reproduction will be done.

70.3 The County shall pay A/E for direct cost incurred by A/E with no mark up, for approved reimbursable services, upon satisfactory completion of such services in an amount not to exceed.

71. County's Responsibilities

County will:

- 71.1 Pay all plan checking fees or permit fees to obtain permits for the construction of the Project.
- 71.2 Furnish A/E with a survey of the Project site, indicating the location of existing structures, if any, grades and lines of streets, pavements, boundaries of adjoining properties and contours of the site, and utility services of record.
- 71.3 Provide a program and fixed limit construction cost for the Project, including information as to the space and facility requirements, budget limitations, and scheduling.
- 71.4 Provide construction inspection as described under all applicable portions of Article 68.6 as Director may deem advisable.
- 71.5 Furnish or authorize A/E to furnish soil and foundation data when such data is deemed necessary by Director and A/E, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 71.6 Provide necessary forms of Contracts, bonds, general conditions of the Contract, and advertisement for bids.
- 71.7 Notify A/E in writing of County administrative procedures required and name County representative authorized to act in its behalf. Director shall review documents submitted by A/E and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the work.
- 71.8 Notify A/E in writing of apparent deficiencies in materials or workmanship during the contractor's warranty period.
- 71.9 Nothing in this Agreement nor any act or failure to act on the part of County shall be construed as a waiver of a claim by County for any defects or deficiencies in the drawings and specifications, or of any A/E services required by this Agreement.
- 71.10 Furnish and release those Construction Documents required for bidding purposes.

72. A/E's Responsibilities

- 72.1 Standard of Care: A/E represents, covenants, and agrees that all of the services to be furnished by A/E under or pursuant to this Agreement, from the inception of this Agreement until the Project has been fully completed, shall

be of a standard and quality that prevails among architects engaged in architectural practice throughout the United States under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality, and schedule [Professional Standard]). A/E accepts the special relationship of trust and confidence established between it and County by this Agreement. A/E covenants to design the Project and produce the necessary construction documents, and to further the interests of County in accordance with County's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that A/E is performing services under this Agreement.

72.2 Americans with Disabilities Act (ADA): A/E shall exercise skill and care in accordance with the Professional Standard to design the Project to conform to requirements imposed by governmental authorities having jurisdiction over the Project. On January 26, 1991, the Americans with Disabilities Act (ADA) became effective. The ADA is a civil rights law and not a building code. As such, there is no mechanism (such as review by local building officials) whereby A/E and County can receive an official determination to confirm that the Project's design complies with the ADA. Title III of the ADA relates to Public Accommodations and Services Operated by Private Entities (the Guidelines), and certain standards affecting the Project's design have been promulgated by the Federal government pursuant to the Guidelines. Compliance with the other titles of the ADA is County's sole responsibility. Based on A/E's professional knowledge, judgment, and belief, A/E will design the Project to reflect the requirements of the Guidelines in effect as of the date of the issuance of the building permit, insofar as such requirements relate to the architectural design of the Project. A/E does not warrant that its efforts related to the ADA will assure compliance; however, A/E will perform its services in accordance with the Professional Standard so as to achieve the objectives of the Guidelines.

72.3 The review, checking, plan checking, approval, acceptance of, or payment for any services under this Agreement by County, Director, or jurisdictional agencies, shall not relieve A/E of the completeness and coordination of A/E services; nor shall such actions by County be construed to operate as a waiver of its rights under this Agreement or of any cause of action arising out of, or in connection with, the performance of A/E's obligations under this Agreement.

72.4 A/E shall, without additional cost or fee to County, correct or revise any errors or deficiencies in performance under this Agreement.

72.5 A/E shall design this project so that it can be constructed (under normal County competitive bid procedure) within the fixed limit construction cost.

72.6 If the lowest responsive construction bid exceeds the fixed limit construction cost by more than ten percent (10%), A/E shall, as a part of this Agreement, and at no additional cost to County, perform such redesign, re-estimating and other services as may, in the opinion of Director, be required to produce a usable facility within the fixed limit construction cost. A/E shall start such redesign services immediately upon written notification from Director and shall complete the revisions within a reasonable time as determined by Director.

73. Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

- a. The Consultant expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by the Consultant or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, the Consultant shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.
- b. Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, the Consultant or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. The Consultant understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.
- c. Additionally, in the event of such inadvertent access, the Consultant and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Project Manager that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, the Consultant shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with the Consultant's or its officers', employees', or agents', access to patient medical records/patient information. The Consultant agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

74. Entire Agreement



This Contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES

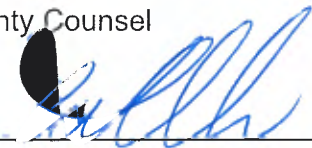
By 
Deputy Director
Department of Public Works

RBB ARCHITECTS INC.

By 
President
By 
Secretary

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On May 18th 2017 before me, Diana L. Lopez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sylvia Botero
Name(s) of Signer(s)
Joseph Balbona

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Diana L. Lopez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: May 18, 2017
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: Sylvia Botero
 Corporate Officer — Title(s): President
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: Joseph Balbona
 Corporate Officer — Title(s): Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

May 16, 2017

ATTACHMENT 1

**ARCHITECT/ENGINEER SERVICES
FOR THE HARBOR-UCLA MEDICAL CENTER CAMPUS PROJECT
RBB ARCHITECTS INC.**

The services to be rendered by the Consultant shall include all services and provisions as described in the County's Request for Proposals dated August 15, 2016 (AED No. AED7739996), all Notice to Proposers, and the Consultant's proposal dated October 11, 2016, except to the extent they are inconsistent with this attachment and the terms of this Agreement. Consultant's work shall consist of all such services as are customarily rendered when providing architect/engineer services. The work shall include, but not be limited to, the following:

SCOPE OF SERVICES

General

Architect/engineer services shall consist of all such services as are customarily rendered when providing professional services. The work assignments shall range from single tasks to responsibility for all services as described herein for completion of projects. The work shall include, but is not limited to, any of the tasks or combination of tasks enumerated below.

- The Consultant is to perform programming, planning, design, bidding assistance, and construction phase services for the Harbor-UCLA Medical Center (HUCLA) Campus Project.
- The Consultant will be required to meet and collaborate with Public Works project stakeholders including hospital user groups to further develop and define the space program for the hospital and outpatient buildings.
- For the work of each phased elements and make-ready portions of the work. the County may elect to use a design-bid-build, Design-Build or a CM at Risk project delivery method. The make-ready scope of work may also utilize a Job Order Contracts (JOC) contracting method. The selected design firm may be expected to produce:

- Scoping documents sufficient for a Design-Builder to produce a complete design by the architect of record, including design criteria, performance specifications and drawings adequately describing the character of the site, building envelope, and interior spaces, including color board and samples.
 - Complete architectural design services including schematic design, design development and Construction Documents and peer review sufficient for the Consultant to obtain permits and to provide construction administration services and close-out support
- The Consultant will be required to complete investigations, using existing plans and specifications as well as through site investigations, of the various existing utilities and structures within or passing through each phase boundary. The selected Consultant firm will be responsible to continue current efforts to conduct detailed site investigation. This project will include extensive reuse of existing buildings and site infrastructure. The project site contains utilities and other features which have existed and have been modified numerous times over the years, and the as-built documents cannot necessarily be relied upon. The site investigation will encompass a significantly higher level of investigation of these existing features than would normally be anticipated.
 - The Consultant will be required to prepare the basis of design report including design narrative/analysis of each technical discipline (architectural, civil, structural, mechanical, electrical, plumbing, fire protection, landscape architectural, etc.) that describe the design and intent of each discipline.
 - The Consultant services will include bidding support and construction administration and close-out support. Review design submittals, construction documents, calculations, and specifications for conformance with scoping documents. Review test results, submittals, and shop drawings.
 - Review operation and maintenance manuals, training manuals, project record documents, and warranties.

- Design disciplines are to be those listed below and shall be consistent with the Los Angeles County A/E Design Services Manual, dated March 1, 1996 (Attachment 4), and A/E Design Services Manual Addendum 1, dated June 1, 2016 (Attachment 5). Under the guidelines of the design manual, additional services are to be providing including, but not limited to, those listed to the professional staff listed below. The Consultant will be required to prepare drawings and specifications and submit to State and or County jurisdictional authority for plan check and approval on all make-ready elements. Design services for Design-Build delivery method shall be those listed in the Los Angeles County Design-Build Manual, dated June 14, 2016 (Attachment 6) or latest version.

Consultant 's Professional Staff

The Consultant shall identify any subconsultants that the Consultant proposes to perform the Scope of Services for each phased element. The following qualified and licensed professionals are expected to have a significant role in this project:

- Architect
- Interior Designer
- Hardware Consultant
- Model, Rendering/Animation
- Structural Engineer
- Civil Engineer
- Mechanical Engineer (Heating, Ventilating, and Air Conditioning, and Plumbing)
- Electrical Engineer (High Voltage)
- Electrical Engineer (Low Voltage - Telecommunications, Information Technology Data Services, Fire Alarm Systems, Security Systems, Closed Circuit Cable Television, Audio-Visual, Energy Management System, Intercom and Public Address System, Nurse Call, and Code Blue)
- Landscape Architect
- Fire Protection Consultant
- Aviation Consultant
- Commissioning
- Scheduler
- Cost Estimator
- Value Engineer
- Furniture, Fixture and Equipment Planner
- Graphics, Signage, Way-finding Consultant (building interior and site)

- Food Service Consultant
 - Americans with Disabilities (ADA) Compliance Consultant
 - LEED, Well Building, Sustainability and ISI Consultant
 - Waste Management
 - Water Reclamation
 - Hazardous Material Management Consultant
 - Medical Planner
 - Medical Equipment Planner
 - Specialty Lighting Consultant
 - Security Consultant
 - Physicist (Radiation Physics)
 - Non-Structural Seismic Design Consultant
 - Traffic/Parking Consultant
 - Acoustic Vibration Analysis Consultant
 - Code Analysis Consultant
 - Window Washing Consultant
 - Transportation Consultant
 - Move Manager
 - Other Services As Needed
- Demolition of existing structures may include permitting, abatement of hazardous materials, relocation, rerouting, capping of utilities, and rough grading.
 - Make-ready elements may be contracted separately or together or a combination in advance of the main construction contracts.
 - The make-ready work may include permitting, relocation and/or rerouting of utilities, over excavation and re-compaction to obtain a certified building pad.
 - The proposed buildings shall be designed in full compliance with all applicable code requirements. The Consultant is responsible for the coordination and review of the design documents, quality assurance/quality control plan, design production work plan, project schedule, technical specifications, construction cost estimates at various design phases, value engineering/value design, monthly progress reports, basis of design report, program verification report, Project Initiation/Partnering Workshop, procedures for meetings and reviews, project presentations, and plan check approvals.

- The design shall be in accordance with, but not limited to the latest Los Angeles Zoning Code, Los Angeles County Building Code, Americans with Disabilities Act (ADA), the Los Angeles County Municipal Storm Water National Pollutant Discharge Elimination System (NPDES), and the Standard Urban Storm Water Mitigation Plan (SUSMP), and Construction and Demolition Debris Recycling Program requirements.
- The design shall use environmentally sustainable building design and Institute for Sustainable Infrastructure (ISI) principles. The Consultant is responsible to submit the project to the USGBC to achieve a Gold Rating according to the latest LEED-NC Rating System.
- The Consultant shall provide fundamental commission of the building energy systems as a part of the basic design service.
- The Consultant shall integrate all Los Angeles County standards. All documents shall comply with formats pre-approved or accepted by Public Works.
- Specifications shall be in latest version of the Construction Specifications Institute format or Unifomat. The specifications shall be prepared with full description of features, construction, and performance of all materials, equipment, supplies and/or systems or methods with materials testing requirements for compliance or certification. For any systems or products specified, provide a minimum of three manufacturers.
- The Consultant shall use the latest version of Primavera project scheduling software.
- The Consultant shall use the latest version of Autodesk software products for the contract documents.
- Consultant shall utilize Building Information Modeling Software (BIM); 2D and 3D modeling software, including REVIT, AutoCAD, 3D Studio Max, and Rhino as an integral part of its design process.
- The Consultant is responsible to provide value engineering to ensure that the design is within the construction budget.
- The Consultant may be required to work with a CM at Risk entity under contract with the County to value engineer the project.

- The Consultant shall integrate value engineering principles during all phases of design including life cycle cost analyses on all major design or building system selection decisions.
- The Consultant shall submit progress design documents at the following design phases for the County's review: program validation, schematic design, design development, 90% construction documents. The Consultant is responsible to resolve/incorporate all review comments before the next review submittal.
- The Consultant may assist in the County's selection of an artist and shall include in the design documents the support, backing and substrates required for the installation of civic art at the facility.
- The Consultant shall design the project to obtain all applicable jurisdictional agencies approval, plan check approvals and jurisdictional sign-off.
- The Consultant shall provide a cost estimate at the following design phases for the County's review: program validation, schematic design, design development, and 90% construction documents.
- The Consultant shall cooperate with County's environmental consultants in the preparation of environmental documents mandated by the California Environmental Quality Act (CEQA).
- The Consultant may be asked to provide historical archival services for Building N-6 prior to demolition. This may include either a photographic record or the construction of a model of Building, or other services.

DELIVERABLES

Deliverables will vary and will be determined by Public Works for each project.

SCHEDULE

Prior to starting any assigned work or project, Consultant will be issued a Notice to Proceed outlining the schedule and scope of each work order. Failure of Consultant to meet specified schedule goals may result in termination of this contract.

COMPENSATION

The Consultant shall be compensated monthly, based on work completed and approved by the County. Public Works will reimburse the Consultant for additional copies of reports

and any other written requests outside the Scope of Services. Mileage is not reimbursable, unless pre-approved in writing by County.

The Consultant will commit all project staff for the duration of the Contract. The Consultant commits to not replace any staff committed to the project unless they leave the employment of the Consultant firm or its consultants.

The Consultant shall not remove or replace project staff without prior consent of Public Works. The Consultant shall submit names and resumes for Public Works' approval 30 calendar days prior to the effective date of a personnel change.

Public Works, at its sole discretion, reserves the right to direct the Consultant to remove and replace from the project any member of the Consultant's staff. The Consultant shall be responsible for replacing any such staff with staff approved by Public Works within 14 calendar days of the effective date of removal

Public Works will not pay a mark-up on hourly rates for the services of any subconsultants that were included in Consultant's original proposal. Public Works will not pay a mark-up on hourly rates for the services of any Consultant employee or subconsultant that were included in Consultant 's original proposal if the selected employee or subconsultant is no longer available at the time of selection to provide services during the duration of the Contract. Consultant must have prior written permission from Public Works to use any subconsultants not included in Consultant's original proposal. Any substitution of personnel shall be pre-approved by the County in writing.

Public Works will not pay a mark-up on the reproduction of any reports generated from the services listed in the RFP.

Invoices shall conform to Public Works' Invoicing Instructions. Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred.

Consultant shall be paid on a lump sum basis according to derivation via the job title and hourly rate of each employee performing the work as set forth in the Consultant's Schedule of Fees (Attachment 3).

For Lump Sum Service Orders, any related-work requested but not listed in the Schedule of Fees shall be negotiated by the County and the Consultant and may include an additional charge from 8% - 10%, at the sole discretion of the County only if pre-approved by the County.